

Examples of Electronic Interfaces Enhancements

Attachment H
February 1998

SWB OSS CLEC PROBLEM/REQUEST	SWB RESOLUTION
<u>VERIGATE</u>	
In May 1997, a CLEC requested an enhancement to view multi-line accounts from the CSR function.	A system enhancement was already in development at the time this request was received and project management discussed the status of this enhancement/issue with CLEC. SWB released an enhancement to the production system on 7/27/97 which provided a consolidated CSR request for accounts with 10 WTNs or less. This functionality was improved with a subsequent system enhancement that was released in production on 9/13/97. This release provided for consolidated CSR requests for accounts with 30 WTNs or less.
On 7/17/97, a CLEC requested a CSR function that would allow cancellation of a lengthy request that might contain hundreds or thousands of WTNs.	SWB created an "auto-fetch" transaction which limits CSR on-line access to accounts with a maximum of 30 Bill-on telephone numbers and 500 WTNs for a single request. A system enhancement was released to the production system on 9/13/97 to initiate this new functionality. This enhancement provides an efficient threshold for both system use and user response time.
On 7/22/97, a CLEC reported that when printing a CSR, CLEC found that the header record on the printout was not properly printing the Master Billed Telephone Number ("MBTN").	SWB modified the print routine in the client service to correct the problem. A system enhancement was released to the production system on 9/13/97 which corrected this error.
On 8/13/97, a CLEC requested an automatic function that would display all WTNs subordinate under the MBTN without having to "click" on each Bill-on telephone number when requesting a CSR.	SWB created an "auto-expand" function to automate the display of the appropriate WTNs. A system enhancement was released to the production system on 9/13/97 which provided this new functionality.
On 9/12/97, a CLEC notified SWB of errors they were receiving when requesting a particular CSR.	SWB found that this particular account had a large amount of data in the "remarks" section of the record and as a result, Verigate could not properly display the account being received from the back-end processing system. Verigate developers expanded the size of the "remarks" field to be handled within the Verigate application and resolved the issue for this account as well as others that may have been affected with the limitation. A system enhancement was released to the production system on 9/15/97 to resolve this issue.

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SWB OSS CLEC PROBLEM/REQUEST	SWB RESOLUTION
<p>On 12/17/97, a CLEC reported that errors were being received when requesting CSRs.</p>	<p>SWB found that one of the back-end systems had an error in the programming code. This code was corrected and unit tested by all appropriate application groups and a system enhancement was released to the production system on 12/19/97.</p>
<p>On 10/16/97, a CLEC contacted SWB to request a system enhancement that would allow the return of TNs that are reserved through the TN Reservation transaction. This transaction allows CLECs to reserve TNs for a 30-day period which will be used to order new local exchange service.</p>	<p>SWB is presently working on this request and plans to provide a system enhancement to offer the capability. This enhancement is planned for a release to the production system on 3/9/98.</p>
<u>LEX</u>	
<p>On 11/11/97, a CLEC reported that LEX was incorrectly requiring Access Customer Name Abbreviation (ACNA) on a resale order.</p>	<p>SWB corrected in a special release on 11/25/97.</p>
<p>On 12/3/97, a CLEC reported that LEX was incorrectly requiring the Transfer of Call Option ("TC OPT") field on the Resale/Disconnect window instead of the on the End User screen.</p>	<p>SWB corrected on 12/09/97.</p>
<p>On 1/7/98, a CLEC reported that LEX was returning an error message for invalid information supplied in the Service Center 1 ("SC1") field of the Administration ("Admin") screen.</p>	<p>The message incorrectly identified the message as Admin when it should have been Directory Service Request ("DSR") Admin. SWB corrected on 1/14/98.</p>
<p>On 1/7/98, a CLEC reported that LEX was incorrectly returning an error message related to the Total Number of Paths ("TNP") field on an interim Number Portability (NP) order.</p>	<p>This is a LEX problem with field translation when the CLEC erases or blanks out the TNP field on the LEX screen. This problem will be corrected in the 3/8/98 release.</p>
<p>On 1/13/98, a CLEC reported that Reference numbers ("Refnums") were disappearing from a CLEC's orders between input to LEX and the order dropping to Folders.</p>	<p>This was a LEX problem. A SWB programmer had discovered and was testing resolution when CLEC called. The correction was corrected and released on 1/14/98.</p>

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SWB OSS CLEC PROBLEM/REQUEST	SWB RESOLUTION
<u>EASE (Residence)</u>	
CLEC wants disconnect reason to be automatically populated on order. (February 1997)	SWB changed programming to accommodate request. (March 1997)
CLEC needed a way to not lose orders if it could not distribute. (February 1997)	SWB provided "HOLD" transaction to allow retrieval and subsequent distribution of orders. (April 1997)
CLEC requested assistance in rate quoting. (February 1997)	SWB created a table and programming that displays the Tariff Rate group specific to the telephone number entered. (May 1997)
CLEC requested assistance from SWB staff relating to order issuance. (March 1997)	SWB established a weekly conference call to provide assistance. (March 1997 & continuing)
CLECs asked for assistance on products. (March 1997)	SWB reprogrammed EASE to provide online product Help. (May 1997)
CLECs were having a problem with orders having a Directory ZIP code error in downstream system. (April 1997)	SWB issued an emergency release to correct the problem. (April 1997)
CLEC reported that an invalid error problem was occurring if order was held in EASE. (April 1997)	SWB changed EASE programming in emergency release. (April 1997)
CLEC reported that Personalized Ring products were not carrying correct information forward on Disconnect/Connect Conversion flow. (April 1997)	SWB issued a special EASE release to correct problem. (April 1997)
CLEC reported that the conversion charge USOC was not available for selection. (April 1997)	SWB immediately performed a table update and EASE scheduled a release to automatically populate the correct USOC for charges. (May 1997)
CLEC requested assistance in the handling of the SWB Calling Card request screen in EASE. (May 1997)	SWB provided job aid to CLEC. (May 1997)
CLEC requested additional information in handling indefinite addresses in EASE. (May 1997)	SWB developed and provided CLEC a job aid with specific examples. (May 1997)
CLEC requested additional account information when "bill-on" telephone numbers were involved. (May 1997)	SWB programmed EASE to be able to display the master and bill-on numbers. (September 1997)
CLEC did not want to be required to type information in the "Talked To" field. (June 1997)	SWB updated programming in EASE to not require entry in this field. (November 1997)

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SWB OSS CLEC PROBLEM/REQUEST	SWB RESOLUTION
CLEC requested that their Alternate Exchange Carrier Name (AECN) be automatically populated on appropriate EASE field to prevent repetitive typing. (August 1997)	SWB completed programming and issued release. (January 1998)
CLEC needed a way to automatically populate the consolidated billing telephone number to the appropriate field of the order so entry would not need to be made manually. (September 1997)	SWB began making frequent table updates so that entry would be automatic as requested. (September 1997)
CLEC was concerned that orders were not issued in a timely manner by the SWB Local Service Center. (September 1997)	SWB programmed EASE to document how/when requests are received along with when the order is distributed thereby providing the LSC with information to verify that the "speed of issuance" is performed at acceptable levels. (November 1997)
CLEC has requested that EASE be able to determine if end user address is subject to "shared tenant" services. (November 1997)	SWB is working on request and expects to have solution worked by March 1998.
<u>SORD</u>	
CLEC formally requested access to SORD in March 1997.	After several meetings with the CLEC, an agreement was reached to provide the CLEC access to SORD for the issuance of order supplements for 5 types of transactions. SORD Supplement capability was tested by CLEC between August and December 1997. Subsequently, SWB added SORD Supplement to OSS product offering in January 1998.

DRAFT

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In The Matter of

Application of SBC Communications Inc.,
Southwestern Bell Telephone Company, and
Southwestern Bell Communications Services,
Inc., d/b/a Southwestern Bell Long Distance,
for Provision of In-Region,
InterLATA Services in Oklahoma

CC Docket No. _____

AFFIDAVIT OF JAMES A. HEARST
ON BEHALF OF SOUTHWESTERN BELL TELEPHONE CO

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, James A. Hearst, being of lawful age and duly sworn upon my oath, do hereby depose
and state:

1. My name is James A. Hearst. I am Director - Planning and Engineering for Southwestern Bell Telephone Company (hereafter, "SWBT"). In this position, I am responsible for providing technical support and interpretations of tariffs concerning outside plant to employees in the marketing, network, and engineering groups.
2. My business address is 6500 West Loop South, Zone 1.3, Bellaire, Texas 77401.

PROFESSIONAL EXPERIENCE

3. I have been employed by SWBT since 1964. From 1964 to 1969, I was a frameman, cable splicer, and switchman. From 1969 to 1977, I was a construction foreman, splicing foreman,

and a chief deskman. From 1977 to 1986, I was a supervising repair foreman, construction supervisor, and an installation and repair supervisor. In 1986, I became Area Manager-Planning and Engineering (Regulatory Support). My current position is Director-Planning and Engineering for the Network Services Department. In that capacity, I am familiar with SWBT's procedures and practices with respect to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

PURPOSE OF AFFIDAVIT

4. The purpose of my affidavit is to describe how SWBT has satisfied the "competitive checklist" requirement that SWBT provide "[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by [SWBT] at just and reasonable rates in accordance with the requirements of Section 224." 47 U.S.C. § 271(c)(2)(B)(iii).

BACKGROUND

5. SWBT has a long history of providing access to its poles, ducts and rights-of-way. When Congress enacted the Pole Attachment Act in 1978, SWBT chose to grant access to cable system operators and consequently has had practices and procedures for granting such access in place for approximately 20 years. By the end of 1996, cable operators had been granted access to approximately 116,237 poles and 5,391 feet of conduit in Oklahoma. In addition, although not compelled by the Pole Attachment Act to do so, SWBT chose to provide access to telecommunications carriers. Through the end of 1996, telecommunications carriers in Oklahoma had been granted access to 183 poles and 25,198 feet of conduit.

6. The Federal Telecommunications Act of 1996 ("FTA 96") modified the Pole Attachment Act, giving the FCC jurisdiction to regulate the rates, and terms and conditions of attachments by telecommunications carriers as well as cable television operators, and requiring nondiscriminatory access.
7. On August 8, 1996, the FCC released its First Report and Order in CC Docket No. 96-98 ("First Interconnection Order"). Paragraphs 1119-1240 of that Order pertain to poles, ducts, conduits, and rights-of-way.
8. It should be noted that Subsection (c) of Section 224 permits states to directly regulate access to poles, ducts, conduit, and rights-of-way. None of the five states in which SWBT is an incumbent local exchange carrier (Arkansas, Kansas, Missouri, Oklahoma, and Texas) have elected to regulate poles, ducts, conduits, and rights-of-way through the certification process as required by 47 U.S.C. § 224(c). Therefore, SWBT's pole attachment practices and procedures are based primarily on the Pole Attachment Act, the First Interconnection Order, and applicable FCC rules, regulations, and orders interpreting and applying that Act.
9. SWBT is committed to making its poles, ducts, conduits and rights-of-way available to competitors in compliance with FTA 96. In Oklahoma, SWBT owns over 213,500 poles and virtually all are available for access by competitors. In addition, SWBT owns over 40,355,000 duct-feet of conduit in Oklahoma. Taking into consideration duct in use by SWBT and others, there remains over 13 million duct-feet of conduit available for competitors. Assuming that an average of two innerducts are placed per whole duct, there are in excess of 26 million innerduct feet available for competitors' use in Oklahoma. In Cause

No. PUD960000218, Application of AT&T Communications of the Southwest, Inc. for Compulsory Arbitration of Unresolved Issues with Southwestern Bell Telephone Company Pursuant to § 252(b) of the Telecommunications Act of 1996, the Oklahoma Corporation Commission assumed that an average of three innerducts are placed per whole duct. Under that assumption, there would be in excess of 39 million innerduct feet available to competitors in Oklahoma.

10. SWBT has developed a Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way which contains the rates, terms, and conditions of access. The new Master Agreement can be executed as a stand-alone agreement or as an Appendix ("Appendix POLES") to negotiated interconnection agreements. To ensure nondiscriminatory access, the new Master Agreement is based in large part on the provisions of the First Interconnection Order, and also reflects the results of interconnection agreement negotiations between SWBT and various parties as well as state arbitration rulings regarding specified issues not resolved through negotiation. The Master Agreement ("Appendix POLES") included in SWBT's Settlement of Terms and Conditions is available to all telecommunications providers, including those who have signed SWBT's former licensing agreements.

FTA 96 IMPLEMENTATION STATUS

11. Telecommunications carriers which have signed new Master Agreements for access to SWBT's poles, ducts, conduits, and rights-of-way include American Communications Services, Inc. ("ACSI"), Brooks Fiber Communications of Oklahoma ("BFC"), Inc., Dobson Wireless d/b/a LOGIX ("Dobson Wireless"), VYVX, Inc. ("VYVX"), and AT&T Communications of the Southwest, Inc. ("AT&T"). During 1997, SWBT processed 18

applications from Competitive Local Exchange Carriers ("CLECs") and other telecommunications providers for access to 8 poles and 9563 feet of conduit in Oklahoma. ACSI was granted access to 8 poles and 2713 feet of conduit. BFC was granted access to 3103 feet of conduit in addition to the 178 poles to which access was previously granted. Dobson Wireless was granted access to 1248 feet of conduit. VYVX was granted access to 2499 feet of conduit. AT&T made no new access requests, but occupies 25,120 feet of conduit. There were no denials of access. The time required to grant access ranged from zero days to 35 days. The average time required to grant access was 14.4 days. During 1997, SWBT received no additional applications from cable operators for access to poles and conduit in Oklahoma.

12. As of December 31, 1997, third party telecommunications entities, including CATV providers and CLECs occupy 114,430 poles and 37,979 feet of conduit in Oklahoma.
13. The following discusses the key provisions in the Master Agreement that ensure nondiscriminatory access, and describes how these provisions and SWBT's processes comply with the Pole Attachment Act, the First Interconnection Order, and other rules and regulations.

MASTER AGREEMENT OVERVIEW

14. SWBT's Master Agreement reflects input from numerous telecommunications providers. It features provisions that allow all parties to make plans based upon existing SWBT records and facilities, as well as provide immediate access when space is available. The Master Agreement contemplates that access will be granted to all parties entitled to access except in

exceptional circumstances when access cannot be granted due to lack of capacity or for reasons of safety, reliability, or other valid engineering concerns.

15. **Access to Rights-of-Way.** Section 5.03 of the Master Agreement provides that to the extent legally permissible, access to poles and conduits includes access to the associated rights-of-way including ingress and egress. Where SWBT has obtained exclusive rights-of-way, SWBT will provide access to the extent permissible and feasible, on a first-come, first-served basis, provided SWBT is reimbursed a pro rata portion of the costs to obtain such rights-of-way.

16. **Access to Records.** SWBT's Master Agreement provides for access to records relating to SWBT's poles, ducts, conduits, and rights-of-way (Section 7.03). The records provided are working records which SWBT engineering personnel use to design their own construction projects. Records that contain information that is proprietary to SWBT's business, or that relate to the attachments of other parties are subject to nondisclosure agreements.

17. Access to records is not conditioned on the submission of an application for access to specific pole attachment or conduit occupancy space. In order to make efficient planning decisions, a requesting party may have access to records days, weeks or even months in advance of submitting an application for space.

18. **Allocation of Space.** The Master Agreement also establishes a process to ensure fair allocation of existing space capacity. Section 8.01 permits requesting parties to select the space they intend to occupy based on the same criteria SWBT applies to itself, and to record

this selection in SWBT's assignment log, on a first come-first served basis. SWBT's engineers also use the same space assignment log to record space selection. Section 8.02 sets forth the actual assignment process. Space may be provisionally assigned to a requesting party before the requesting party files a formal application for the space. This enables a requesting party to secure the space desired before submitting the formal application which SWBT uses to determine whether access can be granted without a capacity expansion or other make-ready work. Through negotiations, Section 8.03 has been added to provide "immediate access" to SWBT space when normal processing intervals will not meet the requesting parties' needs.

19. **The Application Process.** Under this process, the Applicant is required to submit an application in writing and receive a license before attaching facilities to specified poles or placing facilities within specified SWBT ducts or conduits. Section 9.02 requires the party requesting access (referred to as the "Applicant") to provide sufficient details for SWBT to analyze the Applicant's proposed use of the space based on capacity, safety, reliability, and engineering considerations. Section 9.05 describes the steps taken by SWBT to verify the availability of the space, to determine what make-ready work, if any, is needed, and to plan and engineer such make-ready work and estimate the costs associated with the work. There are no differences in the standards used by a SWBT engineer for SWBT access and those used to verify that an Applicant's access proposal is consistent with capacity, safety, reliability, or engineering standards. Consistent with the First Interconnection Order, ¶¶1151-1152, the Master Agreement requires SWBT and the applicant to comply with nationally recognized safety and engineering requirements such as the National Electrical Safety Code, and other federal, state or local requirements.

20. **Space Reservations.** The First Interconnection Order, ¶1170, does not permit an incumbent LEC to favor its future business needs over a competitor's current needs by reserving space on or in its own facilities. Therefore, to ensure that all available space is fairly allocated among all users, the Master Agreement (Section 8.02) incorporates a nondiscriminatory means by which cable operators and telecommunications carriers, including SWBT, may be assigned pole attachment or conduit occupancy space for a one-year period. Under the Master Agreement (Section 3.07), any pole, duct, conduit, or right-of-way space which is not already occupied or assigned is available for assignment to SWBT or other telecommunications carriers and cable operators. Space that is assigned is not available for use by other parties. When a written request for access is submitted, the space selected by the Applicant will be assigned to that Applicant for a pre-occupancy period not to exceed 12 months. A party requesting access may also have space provisionally assigned to it 30-days before filing a completed application. Assignments of space lapse if the space is not utilized within one year, unless the Applicant's failure to utilize space results from SWBT's failure to complete make-ready work on schedule. If SWBT assigns space to itself, the assignment lapses 12 months after the date the assignment is entered in the appropriate records (Section 8.02(f)).

21. **Responses to Requests for Access.** As required by the First Interconnection Order, ¶1224, SWBT must respond to the Applicant no later than 45 days after receiving the Applicant's request. If access is granted, SWBT will advise the Applicant in writing what capacity expansions, make-ready work, or facilities modifications, if any, are required for the specific benefit of the Applicant and an estimate of the associated charges. If access is denied,

SWBT's response will include all relevant evidence and information supporting the denial, including an explanation of how such evidence and information relates to the denial for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. Although Section 10.01 allows SWBT 45 days for SWBT to grant or deny access, SWBT believes that most applications will be granted in significantly less time than 45 days. In fact, as discussed above, the average time to grant access to telecommunications providers in 1997 was 14.4 days. In those unusual situations where a denial appears likely, SWBT will promptly contact the Applicant so that alternatives can be discussed in compliance with the First Interconnection Order, ¶1163.

22. **Immediate Access.** Section 10.03 provides that applications for access that require no make-ready work or modifications will be granted immediately upon verification that the space is actually available.
23. **Capacity Expansion.** Pursuant to the First Interconnection Order, ¶1161 and the Master Agreement (Section 10.02), SWBT will, at the requesting party's request and expense, modify its poles or conduit system to accommodate the requesting party's facilities consistent with the capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. Capacity expansions will be performed within the same time intervals which would apply if SWBT were performing the work for itself. If SWBT cannot start or complete the work in time to meet a requesting party's needs, the requesting party may make alternative arrangements to have the work performed by an "authorized contractor" selected from a list of contractors mutually approved by SWBT and the requesting party.

24. In most cases, the Applicant will pay for capacity expansion work. In order to effectively utilize SWBT's limited conduit, however, SWBT will place inner duct at its own expense to accommodate fiber and coaxial cables. If dead or inactive cables are discovered in conduits, thereby blocking the conduit, the expense of freeing such cables from constricted or frozen situations will be borne by the Applicant. SWBT, however, will bear the related cable removal expense in order to make room for the Applicant's facilities.

25. **Make-Ready Work.** In general, SWBT will be responsible for make-ready work and the Applicant will pay for the performance of that work. The Applicant, as a qualified contractor, or a mutually approved qualified contractor, will be permitted to perform make-ready work when SWBT cannot perform the work quickly enough to meet the Applicant's needs. In addition, the Applicant may offer to perform make-ready work proposed by SWBT in accordance with SWBT's specifications and SWBT will not, without due cause and justification, refuse to accept the Applicant's offer to perform the work. This provision results in a natural test for performance intervals; i.e., if an Applicant thinks the costs are too high or the completion interval is too long, the Applicant can do the make-ready work itself. To prevent delay and ensure the ability of others to use or plan for the use of SWBT's poles, ducts, conduits, and rights-of-way, the Applicant must authorize proposed make-ready work within 20 days or contact SWBT within that time to negotiate alternative modifications or make-ready work.

26. Section 12.03 of the Master Agreement permits an Applicant to install drop wire drive rings and J-hooks without advance notice to SWBT or the advance issuance of a license. If drop

wire drive rings or J-hooks are placed on a pole on which the Applicant has no licensed space, the Applicant will be expected to secure a license after the fact. SWBT contemplates that such a license will be routinely and quickly granted. These provisions enable Applicants to make immediate attachments to meet service demands without advance notice to SWBT.

27. **Operational Issues After Access Has Been Granted.** Consistent with the First Interconnection Order, ¶1151, the Applicant is responsible for the construction of its own facilities on or in SWBT's poles or conduit (Master Agreement, Article 11).

28. Under Section 12.05 of the Master Agreement, each party is responsible for maintaining its own facilities, paying all personnel involved in performing such maintenance activities, and supervising all personnel involved in the activities related to such maintenance.

29. Section 12.04 permits all parties to make short-term use of maintenance ducts for repair and maintenance activities. In general, maintenance ducts are to be available for emergency use by all parties with facilities in a conduit section. Temporary, 30-day non-emergency use is authorized for such non-emergency uses as "cut-arounds." The order of precedence for emergency restoration is in Section 15.05, which gives the highest priority to lines for emergency services providers (e.g., 911, fire, police, and hospital lines).

30. Article 18 places responsibility on attaching parties for the removal of their own facilities and authorizes SWBT, on 60 days notice, to remove an Applicant's facilities in those rare cases when the Applicant is required to remove its facilities and fails to do so.

31. **Notices Prior to the Modification or Alteration of Poles, Ducts, Conduits, or Rights-of-Way.** The Pole Attachment Act and Pole Attachment Complaint Procedures require utilities to provide advance written notice to attaching cable system operators and telecommunications carriers before modifying or altering poles, ducts, conduits, and rights-of-way. 47 U.S.C. § 224(h); 47 C.F.R. 1.1403(c). The First Interconnection Order, ¶1209 states that absent a private agreement establishing different notification procedures, written notification of a modification must be provided to attaching parties at least 60 days before commencement of the modification. These obligations are incorporated in the Master Agreement in Section 14.01.
32. **Allocation of Modification Costs.** The Pole Attachment Act establishes a statutory “cost-causer pays” principle with respect to the rearrangement or replacement of attachments required as the result of an additional attachment or the modification of an existing attachment sought by any other entity, including the owner of the pole, duct, conduit, or right-of-way. 47 U.S.C. § 224(i). The Pole Attachment Complaint Procedures and the First Interconnection Order also address modification costs. 47 C.F.R. 1.1416(b); First Interconnection Order, ¶¶ 1211-1216. The First Interconnection Order requires that the parties benefiting from modifications assume the costs of the modification and that if more than one party benefits, each party benefiting bear its proportionate share of the costs. In general, the party initiating the request will be the party benefiting. First Interconnection Order, ¶ 1211. The Master Agreement, incorporates these obligations in Sections 10.02, 19.06, and in Appendix I D. As discussed above, because SWBT desires to make the most effective, least disruptive, use of its conduit space, SWBT will pay for inner duct installations and for removing dead cables from its conduit system.

33. **Access Denials Based on Issues of Capacity, Safety, Reliability, and Engineering**

Considerations. The First Interconnection Order concludes that “any utility may take into account issues of capacity, safety, reliability, and engineering when considering attachment requests, provided the assessment of such factors is done in a nondiscriminatory manner.” First Interconnection Order, ¶ 1176. Further, the FCC’s Pole Attachment Complaint Procedures specifically state that “a utility may deny a cable television system or telecommunications carrier access to its poles, ducts, conduits, or rights-of-way on a non-discriminatory basis where there is insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes.” 47 C.F.R. 1.1403(a). The Pole Attachment Complaint Procedures further require that a utility’s denial of access “shall be specific, shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability or engineering standards.” 47 C.F.R. 1.1403(b); First Interconnection Order, ¶ 1224. The Master Agreement permits SWBT to deny access on these grounds and requires SWBT, in the event of an access denial, to provide the party seeking access with a written denial statement which meets the above requirements. Master Agreement, § 10.01(b).

34. **Reimbursement from Parties Using Additional Capacity Created at the Expense of**

Other Parties. The First Interconnection Order provides that parties which pay for modifications may be entitled to obtain reimbursement from other parties, including the owner of the pole or conduit facility in question, who later use additional capacity created at the expense of the initiating party. First Interconnection Order, ¶ 1214. The Master

Agreement provides that SWBT will directly reimburse the initiating party when SWBT utilizes such additional capacity and will provide the initiating party with the information required to assist the initiating party in determining the amount, if any, which third parties utilizing the additional capacity may owe the initiating party. Master Agreement, § 10.08. The provision in Section 10.08 also provides that the initiating party is not entitled to any pole attachment or conduit occupancy fees resulting from the additional capacity created. This is consistent with the First Interconnection Order, which specifically addresses that issue. First Interconnection Order, ¶ 1216.

35. **Fees, Charges, and Billing.** Article 19 contains provisions regarding fees, charges, and billing. Appendix I to the Master Agreement contains a uniform schedule of fixed fees and charges relating to the use of SWBT's poles and ducts. For 1997 and 1998, SWBT's annual attachment rates are \$1.55 per pole and \$0.39 per duct foot of conduit. As required by FTA 96, SWBT's rates for pole attachment and conduit occupancy are determined in accordance with 47 U.S.C. § 224(d). These are the same rates applicable to cable television systems. In calculating the attachment rates set forth in Appendix I, SWBT follows the formula and methodology adopted by the FCC in CC Docket No. 86-212, Amendment of Rules and Policies Governing the Attachment of Cable Television Hardware to Utility Poles (released July 23, 1987). The FCC formula yields a maximum rate and the rates SWBT charges under the Agreement are at or below this maximum rate. Variations from the maximum rate result from either an order from the state commission or as a direct result of negotiations with cable operators in Arkansas, Kansas, Missouri, Oklahoma and Texas. In the case of poles, the current rates SWBT charges were negotiated with representatives of the cable operators in these five states. The FCC has customarily allowed utilities and cable operators or their

associations to negotiate such rate settlements independent of the formula. In the case of conduit, the Oklahoma Commission directed SWBT to charge a rate for inner duct using a "one-third duct convention" which may result in an inner duct rate considerably lower than the rate obtained based on SWBT's application of the existing FCC methodology, especially considering that SWBT does not charge applicants for modifying its conduit by the installation of the inner duct which also improves the effectiveness of the use of conduit space.

36. **Uniform Application.** The rates SWBT charges are fully consistent with the rule set forth in the First Interconnection Order, ¶ 1156:

Where access is mandated, the rates, terms, and condition of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access. Except as specifically provided herein, the utility must charge all parties an attachment rate that does not exceed the maximum amount permitted by the formula we have devised for such use, and that we will revise from time to time as necessary. Other terms and conditions also must be applied on a nondiscriminatory basis.

Under this rule, SWBT must apply the same rates and rules to all telecommunications carriers (including carriers negotiating interconnection agreements) and cable system operators. Although Section 224 permits the FCC to adopt rates (beginning 2001) for telecommunications carriers which may be different from those charged to cable system operators, the First Interconnection Order contemplates that, until such time, the rates which SWBT charges must be uniform and that the same terms and conditions of access apply equally to all telecommunications carriers and cable

system operators. SWBT's Master Agreement is uniformly available to all telecommunications carriers and cable system operators, and the same rates, terms and conditions will apply to both telecommunications carriers and cable system operators.

37. Article 19 and Appendix I generally provide that SWBT will be reimbursed for costs incurred in connection with make-ready work performed for the specific benefit of the Applicant. Cost-based charges will also apply for other incidental work performed by SWBT personnel such as work performed in connection with making records available to requesting parties.
38. In general, SWBT does not charge for access to rights-of-way owned or controlled by SWBT. Cost-based charges will be assessed for records searches, copying costs, and other expenses actually incurred in the process of providing access to rights-of-way. In some cases, where SWBT has obtained exclusive rights-of-way, SWBT may charge a proportionate share of the costs attributable to acquiring such rights-of-way.
39. Only two kinds of administrative fees (as distinguished from cost-based reimbursements) are contemplated. The first is a one-time contract administration fee of \$250. This fee is due and payable when the Master Agreement is executed. Record-keeping fees not exceeding \$125 may be charged in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like.

40. **Nondiscrimination.** Provisions of the Master Agreement are also fully compliant with the rule set forth in the First Interconnection Order, ¶ 1157 which states that "except as specifically noted below, a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." SWBT has complied with this rule by providing access to telecommunications carriers and cable system operators to SWBT's poles, ducts, conduits, and rights-of-way at rates, and under terms and conditions, which do not place such carriers and cable operators at a competitive disadvantage with SWBT and its affiliates. For example, the Master Agreement provides that certain published safety and engineering standards shall "equally apply to either party with respect to facilities attached to or placed in SWBT's poles, ducts, conduits, and rights-of-way." Master Agreement, § 6.04. The Master Agreement also permits requesting parties to select the space they will occupy and calls on requesting parties to base their selections on "the same criteria SWBT applies to itself." Master Agreement, § 8.01. Further, parties seeking access may be assigned space no more than one year prior to occupancy, and that rule applies equally to SWBT. Master Agreement, § 8.02(b).

CONCLUSION

41. The Master Agreement complies in all respects with the applicable federal and state legal requirements. In addition, the Master Agreement reflects SWBT's responsiveness to issues raised by parties in interconnection negotiations. The terms, conditions, and operational

procedures set forth in SWBT's Master Agreement satisfy the "Competitive Checklist" requirements for access to poles, ducts, conduits, and rights-of-way.

The information contained in this affidavit is true and correct to the best of my knowledge and belief.

James A. Hearst

Subscribed and sworn to before me this ____ day of _____, 1998.

NOTARY PUBLIC

My commission expires:

0022639

DRAFT

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554**

In the Matter of

Application of SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance, for Provision of In-Region, InterLATA Services in Oklahoma.

CC Docket No. _____

AFFIDAVIT OF RICHARD K. KEENER

STATE OF TEXAS)
)
COUNTY OF DALLAS) §

I, Richard K. Keener, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Richard K. Keener. My business address is One Bell Plaza, Room 3420, Dallas, Texas 75202. I am employed by Southwestern Bell Management Services, Inc., as Director-Operator Services. In this position, I am responsible for providing technology planning and operational support to the Southwestern Bell Telephone Company (SWBT) Operator Services organization in Arkansas, Kansas, Oklahoma, Missouri and Texas.

PROFESSIONAL EXPERIENCE AND EDUCATION

2. Upon completion of my primary education, I attended Virginia Polytechnic Institute and State University in Blacksburg, Virginia, where I received a B.S. in Business Administration in June 1966.